

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR CITY CLERK***

***REQUEST FOR PROPOSAL:***

**SUPPLY AND DELIVER ELECTRONIC POLL BOOKS  
*REQUEST FOR PROPOSAL #17-13***

**Proposal Opening Date: September 15, 2016 at 10:30 a.m.**

**SEPTEMBER 2016  
Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #17-13**

The City of Newton (City) invites sealed proposals from Consultants for:

**SUPPLY AND DELIVER ELECTRONIC POLL BOOKS**

Proposals will be received until: **10:30 a.m., Thursday, September 15, 2016**  
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Immediately following the deadline for proposals a list will be created of all proposers names received and will be posted to the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., September 1, 2016**.

There will be no charge for contract documents.

Award will be made to the most advantageous proposer based on price and non-price proposals.

This will be a one time purchase for the voting poll books. A purchase order will be issued for this project.

All proposals are subject to the provisions of M.G.L. c.30B.

All proposals shall be submitted as follows: (i) **one (1) original, three (3) paper copies of the Technical Proposal and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

**CITY OF NEWTON**



Nicholas Read  
*Chief Procurement Officer*  
September 1, 2016

**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL #17-07**

**SUPPLY AND DELIVER ELECTRONIC POLL BOOKS**

**I. INTRODUCTION**

The City Clerk's Office of the City of Newton is seeking proposals from qualified vendors to provide the City of Newton with 15 Electronic Poll Books (EPBs) to be used for managing State-mandated check in and check out of voters for early voting in the November 2016 election which begins on October 24, 2016, and for future general, primary, special and local elections once regulations are promulgated by the Secretary of the Commonwealth.

The selected vendor for this project will provide delivery, installation, implementation, support, maintenance, connectivity and training of all components of the EPB system, including but not limited to hardware, software, firm ware and associated equipment.

The software on the Electronic Poll Books should be secure, user friendly, and easy to navigate. The Electronic Poll Book should provide a fair, fast, accurate, and cost-effective voter check-in and out process that ensures confidence in the integrity of the voting process. Electronic Poll Book devices should also be useful as voter lookup tools elections that require paper poll books. The Electronic Poll Book must allow for easy import and export of election data to ensure that all information is accurate, up-to-date and consistent through all devices, and must work seamlessly with the Secretary of the Commonwealth's VRIS system and voting equipment.

Because the City wishes to consider such qualitative factors as ease of navigation, effective operation, compatibility with paper poll books and state voting equipment and would be willing to pay a higher price for EPBs that are superior in these categories, it has elected to solicit proposals pursuant to M.G.L. c. 30B, §6 under this Request For Proposals (RFP).

**II. INSTRUCTIONS TO PROPOSERS**

1. **Issuing Office.** This RFP is issued for the City, independently and acting on behalf of the City Clerk's Office.

Inquiries involving procedural or technical matters should be directed to:

Purchasing Department  
City of Newton  
1000 Commonwealth Avenue Room 201  
Newton Centre, MA 02459

or

By email: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

or

By facsimile at (617) 796-1227

2. **Proposal Submission Requirements.** All proposals must be submitted in accordance with the terms and conditions of this RFP to the *Chief Procurement Officer* in the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:30 A.M., September 15, 2016.**

**Proposals must be submitted in two separate sealed envelopes, one marked "Technical Proposal" the other marked "Price Proposal". Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal may be deemed non-responsive.**

**One Original and four (4) copies of the Technical Proposal** must be submitted in a sealed envelope, plainly marked:

Technical Proposal, RFP #17-13 - "City of Newton Electronic Poll Books"

along with your company name on the front of the envelope. The Technical Proposal shall include a cover sheet in the form attached hereto as Attachment B.

**Addenda must be acknowledged on the Technical Proposal form. Any proposal without an acknowledgement on the Technical Proposal form may be rejected as non-responsive.**

**One (1) copy of the Price Proposal** must be submitted in a separate sealed envelope, plainly marked:

Price Proposal, RFP #17-13 - "City of Newton Electronic Poll Books"

along with your company name on the front of the envelope. Proposer's fee shall be submitted on the form of Price Proposal in the form of **Attachment A**, attached. This completed form shall be signed by an authorized representative of the proposer.

**Faxed proposals shall not be accepted.**

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

Proposals may include any materials and information that the proposer feels are necessary to satisfy as many of the recommended features of the product description as practicable. After the opening of the Proposals, a proposer may not correct or modify its Proposal in any manner unless in response to a written request for the City in its sole discretion.

### **3. Additional Proposal Submission Documents.**

- Proposer's Qualifications and Reference Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Certificate of Tax Compliance, 1 page

Deadline for submission of proposals shall be **September 15, 2016 no later than 10:30 a.m.**

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

RFP Documents will be available for pickup at the Purchasing Department online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., September 1, 2016**. There will be no charge for RFP documents.

### **4. Timeline**

Event	Date
Release of RFP and post to City website.	10:00 a.m., September 1, 2016
Final questions to be submitted in writing no later than	12:00 p.m., September 9, 2016
Answers to all questions will be by addendum issued on	3:00 p.m., September 12, 2016
Proposals Due	10:30 a.m., September 15, 2016 November
Proposals to be reviewed	TBD
Proposal Evaluations Completed	TBD
Contract Award Date	TBD

## 5. Proposal Acceptance and Rejection.

In order to select the most advantageous proposal for an EPB system including hardware, software, services, support and connectivity for the City of Newton, comparative judgements of technical factors in addition to price will be necessary. While low price is an important factor in selecting the most advantageous service provider, it is also important that the City be able to consider (1) the proposer's experience in providing EPB hardware and serves to municipalities in Massachusetts similar to Newton, (2) the ease of use of the proposer's EPB system, (3) the proposer's qualifications and staffing, (4) the proposers ability to deliver the hardware, support and services required, and (5) the security of the system from outside intrusion. The City's ability to weigh these factors is best achieved by procuring EPB hardware and services through an RFP.

The City will give notice of the acceptance of the proposal and award of a contract to the successful proposer by emailing a contract to the proposer's address stated in the proposal. The successful proposer shall deliver the City-Contractor Agreement, substantially similar in form to that attached hereto, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. If the successful proposer fails to execute such Agreement within such time period, the City may accept another proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

The City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each non-Massachusetts proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected.

6. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.
7. **Proposer Review of Existing Operation.** Any questions as to the RFP must be received **by Friday, September 9, 2016 at noon**, and addressed to:

Purchasing Department  
City of Newton  
1000 Commonwealth Avenue, Room 201  
Newton Centre, MA 02459  
By email: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

8. **Contract and Term:** The City will issue a purchase order for this project.
9. **Non-discrimination/Equal Opportunity.** The selected proposer shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.
10. **Assignment.** The selected proposer shall not assign or subcontract any portion of the purchase order without prior written approval from the City.

## III. TECHNICAL PROPOSAL

The Technical Proposal shall consist of the following five sections:

### Section 1: Executive Summary.

Provide an overview of the proposed Electronic Poll Book, software, connectivity and the vendor's company.

### Section 2: Scope of Work

Proposal submissions must, at a minimum, be able to provide all services/deliverables and meet timelines stated below. Provide as much detail as possible to describe the important features of the vendors' electronic poll book including how it meets the statements below:

**A. Overview**

- A1. An electronic poll book that will search, identify and authenticate eligible voters, including the ability to show if a voter has already voted or is an inactive voter.
- A2. A system that has printing capabilities including the ability to print a label that will list: voter name, address, ward and precinct number, party affiliation, voter activity status, census year, voter ID number, scanable barcode, and the date. The easy peel address label must be at a minimum 1" x 2-5/8" in size.
- A3. An electronic poll book that will search any voter in the city, or any address in the city, and redirect voters to correct polling place location, as well as print a receipt documenting the correct ward and precinct, if necessary.
- A4. An electronic poll book that updates voter registration information in real-time as feasible, including, but not limited to, whether an individual has already voted in another location or cast an absentee ballot.
- A5. A method to ensure that a voter is properly identified by the correct ballot style according to his or her residence address so that the voter is given the correct ballot containing all offices, candidates and public questions pertaining to the political subdivision, district, ward or precinct in which the voter is eligible to vote.
- A6. An electronic poll book that electronically identifies, lists and communicates to poll workers and to the City Clerk's Office all voters who have cast a ballot in the same election.
- A7: A method of transmitting data to the City Clerk's Office regarding voter turnout.
- A8. A method of tracking device usage and troubleshooting technical problems from the City Clerk's Office.
- A9. A system that allows for multiple units in a single polling location or in several satellite early voting locations to communicate, share information, and synchronize.
- A10: A solution that will make available key components used in the voting system while safeguarding data that may contain sensitive or confidential voter information in the event that the device is removed from an authorized location, accessed by unauthorized persons or used for an unauthorized purpose.
- A11. A system that is secure and will prevent any unauthorized access to, or dissemination of, sensitive or confidential voter information.
- A12. A system that is highly configurable and customizable.
- A13. A system that will allow the City Clerk's Office to assume in-house set-up, operations and maintenance subject to applicable license agreements. The system shall allow the City Clerk's Office to update the voter registration list daily. The system must, at a minimum, accept the voter registration list as a text document (.txt).
- A14. A system that will house the voter registration database on the electronic poll book, and can be accessed remotely by the City Clerk's Office.
- A15. A method of providing poll workers with general information regarding voting and election day procedures so that they may appropriately address and resolve, without outside intervention, common problems and questions occurring in the polling place such as a "help desk" or "frequently asked questions" option.
- A16. A system that allows for the manual override of the system if City administrators have verified that a voter has not yet voted even though the voter is marked as having voted already during early voting period.
- A17. A system that captures and stores data related to provisional voting, including but not limited to name and address information and makes the data easily accessible.

**B. Hardware and Network Requirements** - Provide a detailed description of hardware and network product(s), including:

B1. All relevant information including: physical descriptions, model numbers, and part numbers for poll books; as well as other components such as, but not limited to, laptops, tablet computers, printers, cables, connectors, servers, internet connectivity, etc.

B2. Whether a component is proprietary to the Vendor or whether the component is a commercial off-the-shelf product.

B3. A description of any additional equipment that Vendor recommends, but which is not required as part of the system.

B4. A description of how the System meets all of the certification requirements governing the implementation and usage of electronic poll books in Massachusetts and is Voting System Test Laboratory (VSTL) certified.

B5. Whether the tool is accessible for people with disabilities under ADA Title II (see WCAG2 and Section 508 for guidance).

B6. The Electronic Poll Books should come with traveling kits and chargers. The traveling kit should ensure that each unit can be safely transported and it should be durable.

B7. If the Poll Book plugs into a standard three-prong, grounded electrical outlet.

B8. If each unit has an external battery back to ensure the unit never loses power throughout the course of an election.

**C. Software and Database Requirements - Vendor must describe:**

C1. Whether the system will support both municipal and statewide voter lists.

C2. Whether the poll books are “white label” tools that will allow for consistent branding with the City's visual style.

C3. Whether the voter registration database will reside on the electronic poll book, be accessed remotely or be available through a combination of sources.

C4. Whether the voter registration data will be limited to those voters residing in the precinct or whether poll workers will be able to access voter registration information for voters in the entire city, including what information fields will be available to poll workers.

C5. If the voter registration database is to be loaded and reside on the electronic poll book, vendor must describe:  
(i) options for how the data will initially be loaded;  
(ii) when will the data be loaded; and  
(iii) how long will it take to load.

C6. If the voter turnout is to be extracted from the electronic poll book, vendor must describe:  
(i) options for how the data will be extracted;  
(ii) the format of the data to be extracted;  
(iii) how long will it take to extract.

C7. How updated voter registration information will be made accessible to poll workers on days when early voting will be conducted, including:  
(i) whether such access will be done remotely through the internet or locally using a USB or storage device;  
(ii) how long it will take to update the data;  
(iii) the ability to use an auto-save function, and  
(iv) how often the data will be updated.

C8. How the electronic poll book will synchronize data with the City Clerk’s voter registration management system.

C9. How the electronic poll book system will prevent duplicate voting if the voter has already voted.

C10. How the network architecture will be configured, where the system would be hosted, whether election staff would maintain the network and equipment, and any other relevant facts concerning the hosting environment.

C11. Whether the system will have off-line capability to check in voters should the devices lose connectivity.

**D. System Security - Vendor must describe:**

D1. Encryption and other security measures in place to protect data if the proposed system involves Internet or Cloud based transmission of data to and from local electronic poll book components.

D2. Detailed processes for setting up and activating proposed system on morning of Early Voting, both in polling places and at City Clerk's Office.

D3. Access control methods, password protection and login access levels.

D4. Internet intrusion detection and control protocols if any part of the system uses any network connections.

D5. How any portable components in proposed system can be tracked, recovered or disabled if stolen or removed from the polling location.

D6. If any component in the proposed system will accept USB or SC card input, how will the system identify and prevent foreign self-executing code and how components can be limited to accepting only pre-approved USB or SD card devices.

D7. How the proposed system will detect and prevent any suspicious software behavior in any part of the system.

**E. Operational Steps - Vendor must describe:**

E1. Detailed processes for setting up and activating proposed system on morning of Early Voting, both in polling places and at central office location.

E2. Procedures to follow when voter name is not found in the system, including alternate search methods and troubleshooting steps.

E3. Procedures for identifying where a voter should be voting if in the incorrect precinct, including solutions for directing the voter to the correct polling place location.

E4. How the system identifies and tracks voters who cast a ballot.

E5. How the system will support other management functions in the polling place, including:

(i) Operational checklist for poll worker to assist them in following all proper steps for opening, operating and closing the polls on early voting days;

(ii) Reconciliation of votes after the closing of the polls.

**F. Reporting - Vendor must describe:**

F1. All standard reports that the system can generate (provide sample copies of such reports)

F2. How custom reports can be designed.

F3. How the system can be audited, both locally and at the City Clerk's Office, and what audit reports can be generated.

F4. Any post-election tools and reports that can assist the City Clerk's Office in conducting post-election discovery, recount and/or election contest proceedings.

F5. Whether reports are searchable and able to be queried.

F6. Web page or "internet reports" that are available, as well as an explanation of the process of getting these reports to the internet and how long it takes to upload the data.

**G. Implementation, Training & Support - Vendor must describe:**

- G1. Detailed plan to implement the system, specifying the tasks to be completed, the individual or entity responsible for implementing the system, the estimated time needed to implement the system and a schedule, including milestone dates for completion of specific tasks and of the entire system.
- G2. Detailed specifications for acceptance testing of the system under full Election Day conditions and for different types of elections (e.g. primaries, general, runoff and special elections).
- G3. Required level of support that the Board of Elections must provide, both during the initial implementation of the system and for ongoing maintenance and support.
- G4. End-user training provided by the Vendor, including cost, content, number of hours offered, number of people trained, and training documentation.
- G5. Level of technical support to be provided by Vendor for each election. Also describe to what extent Election Staff should be able to support the system without Vendor's assistance.

**H. Maintenance and Upgrades - Vendor must describe:**

Vendor's standard maintenance and upgrade schedule for new system releases and patches, including any additional costs associated with maintenance and upgrades.

**I. Configurability - Vendor must describe:**

- I1. The ability of the system to be re-configured and customized to fit the City Clerk's evolving needs over time, including changes in State and Federal law.
- I2. The ability of the City Clerk to re-configure and customize the system without the Vendor's assistance.

**Section 3: Vendor Background & Company Qualifications**

Vendor must provide a company profile, length of time in business, and core competencies. In addition, describe your experience in providing electronic poll book systems to clients that have a similar size and scope of needs as the City of Newton. Please provide current reference information for three current electronic poll book clients.

**Section 4: Staffing Plan and Key Staff Qualifications**

Describe the team that would work on this project. Include a list of key team members. Make the case for why they will be great partners on this project. Note if any staff will be located in the Boston area and their general availability to the City staff on this project.

Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together.

**Section 5: References and Additional Information**

Please provide three (3) references, including their contact information and details on your history with them. Customer references should be preferably similar in size, scope and complexity to the City of Newton. Note that incorrect contact information will be considered as a negative reference.

We will be looking for proof of experience in the field of elections, including but not limited to years of experience with Electronic Poll Books. If possible, provide references for communities similar in size to the City of Newton and references in Massachusetts.

## IV. COMPARATIVE EVALUATION CRITERIA

The evaluation of each proposal for EPBs will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

“Highly Advantageous”  
“Advantageous”  
“Not Advantageous”

The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); or Not Advantageous (NA) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

### 1. Presentation

*Highly Advantageous:* The Technical Proposal is well-written in clear, concise language. Materials are organized and easy to navigate. As a whole, the Technical Proposal provides a complete response to this RFP and provides multiple relevant examples of past successes implementing solutions for similar jurisdictions.

*Advantageous:* The Technical Proposal is clear and well-organized. It provides a complete response to this RFP and includes examples of past successes.

*Not Advantageous:* The Technical Proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor’s ability to successfully meet the City’s goals.

### 2. Response to Scope of Work

*Highly Advantageous:* The vendor meets or exceeds all requirements outlined in the Scope of Work. The proposed EPBs would be easy to use and reliable for both City staff and poll workers, with a simple and timely process for making updates and changes. The tool tracks all relevant information and makes it actionable without being overly complex. The check-in and check-out process for voters would be efficient and would represent a significant improvement over the City’s current systems. Highly useful data and reporting are provided.

*Advantageous:* The vendor meets the majority of requirements outlined in the Scope of Work. The proposed EPB is both user-friendly and reliable. The EPB tracks all relevant information, and enables efficient check-in and check-out process for voters. Some data and analytics are available.

*Not Advantageous:* The EPB does not meet the majority of requirements outlined in the Scope of Work. It is not user-friendly. It would not track all relevant information or make it easily actionable. It would be complex and/or time-consuming to make changes and updates. Reporting tools are not available or would not be useful.

### 3. Vendor Profile and Experience

*Highly Advantageous:* The vendor has at least 3 years’ experience implementing their solution for public sector organizations of similar complexity and size. The vendor has experience in Massachusetts. The project would be well staffed with support available on an ongoing basis. The financial health of the company is strong. References rated the vendor highly.

*Advantageous:* The vendor has experience implementing similar solutions in large, complex, and/or public sector organizations. The project would be well staffed, and the company is financially sound. References rated the vendor satisfactory.

*Not Advantageous:* The vendor has minimal experience implementing similar solutions in large, complex organizations and/or in the public sector. The project would not be well staffed. The company is not financially healthy. References did not rate the vendor highly.

## **V. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT**

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract.

**ATTACHMENT A**  
**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**PRICE PROPOSAL FORM #17-13**

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**SUPPLY AND DELIVER ELECTRONIC POLL BOOKS**

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This proposal includes addenda number(s) , \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C. The Vendor proposes to supply the following:

	Price/Unit	Contract Total*
<b>Fifteen (15)<sup>1</sup> Electronic Poll Books</b>		

**\*Contract Total includes training,**

The CONTRACT TOTAL is: \$\_\_\_\_\_

TOTAL dollars in words \_\_\_\_\_

PROPOSER:\_\_\_\_\_

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<sup>1</sup> This RFP is based on estimated quantities, which are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in this Price Proposal.

**ATTACHMENT B**  
**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**TECHNICAL PROPOSAL FORM #17-13**

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked

**“RFP #17-13 Supply and Deliver Electronic Poll Books**  
**– TECHNICAL PROPOSAL”**

This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Name of Firm or Individual Submitting Bid: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature of Proposer \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

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Name of Business

**Purchasing Department**  
Nicholas Read *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input checked="" type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Sixteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

Hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. **SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
  - a. This CITY-CONTRACTOR Agreement;
  - b. The City's Request For Proposals #17-13 issued by the Purchasing Department;
  - c. The Project Manual for **Supply & Deliver Electronic Poll Books** System including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
  - d. Addenda Number(s) \_\_\_\_\_;
  - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
  - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
  - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of any inconsistency between the terms of this CITY - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The City will issue a Purchase Order for this project.
- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work Order issued pursuant thereto in any one of the following circumstances:
- a. **FOR CAUSE.** If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b. **FOR CONVENIENCE.** The City may terminate this Contract at any time for its convenience and without penalty by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Contract is terminated for the convenience of the City, the Contractor shall be entitled to payment for any satisfactory work completed through the date of termination.
- c. **FOR NON-APPROPRIATION.** In the event that this Contract extends beyond the fiscal year in which it is first entered into, and notwithstanding any provision to the contrary, the City shall cancel this Contract in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Contractor in any subsequent fiscal year. Written notice of cancellation for non-appropriation shall be given not less than five (5) days prior to the effective date of cancellation and the Contractor shall be entitled to payment for any satisfactory work completed through the date of cancellation.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

*City Clerk*

Date \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds are available in the following

Account # \_\_\_\_\_

Approved as to Legal Form and Character

I further certify that the Mayor, or his

By \_\_\_\_\_

*Associate City Solicitor*

designee, is authorized to execute contracts

Date \_\_\_\_\_

and approve change orders.

**CONTRACT APPROVED**

By \_\_\_\_\_

*Comptroller of Accounts*

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_

Date \_\_\_\_\_

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.